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*Revised plea offer
to correct error on
page 16 line 15*

10 Attorneys for Plaintiff
11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

15 No. CR 18-00652-VAP-1

16 Plaintiff,

17 PLEA AGREEMENT FOR DEFENDANT
18 TRACE JEVON JONES

19 v.

20 TRACE JEVON JONES,
21 aka "Trace Jones,"
22 aka "Million,"
23 aka "Million Dollar,"
24 aka "Bee,"
25 Defendant.

26 1. This constitutes the plea agreement between TRACE JEVON
27 JONES, also known as ("aka") "Trace Jones," aka "Million," aka
28 "Million Dollar," aka "Bee" ("defendant") and the United States
Attorney's Office for the Central District of California (the "USAO")
in the above-captioned case. This agreement is limited to the USAO
and cannot bind any other federal, state, local, or foreign
prosecuting, enforcing, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to Counts 1 and 25 of the indictment in United States v. TRACE JEVON JONES, et al., CR No. 18-00652-VAP, which charge defendant with Conspiracy to Commit Bank Fraud in violation of 18 U.S.C. § 1349 (Count 1) and Aggravated Identity Theft, in violation of 18 U.S.C. § 1028A(a)(1) (Count 25).

b. Not contest facts agreed to in this agreement.

12 d. Appear for all court appearances, surrender as ordered
13 for service of sentence, obey all conditions of any bond, and obey
14 any other ongoing court order in this matter.

15 e. Not commit any crime; however, offenses that would be
16 excluded for sentencing purposes under United States Sentencing
17 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
18 within the scope of this agreement.

19 f. Be truthful at all times with the United States
20 Probation and Pretrial Services Office and the Court.

21 g. Pay the applicable special assessments at or before
22 the time of sentencing unless defendant has demonstrated a lack of
23 ability to pay such assessments.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

e. Recommend that, with regard to Count One, and not effecting the mandatory consecutive sentence of 2 years' imprisonment on Count 25, defendant be sentenced to a term of imprisonment no higher than the low end of the applicable Sentencing Guidelines range, provided that the offense level used by the Court to determine that range is 20 or higher and provided that the Court does not depart downward in offense level or criminal history category. For purposes of this agreement, the low end of the Sentencing Guidelines range is that defined by the Sentencing Table in U.S.S.G. Chapter 5,

NATURE OF THE OFFENSES

4. Defendant understands that for defendant to be guilty of the crime charged in Count 1, that is, Conspiracy to Commit Bank Fraud, in violation of Title 18, United States Code, Section 1349, the following must be true: (1) Beginning on a date unknown and continuing through on or about July 20, 2018, there was an agreement

1 between two or more persons to commit Bank Fraud, in violation of
2 Title 18 United States Code, Section 1344(2), as charged in the
3 indictment; and (2) Defendant became a member of the conspiracy
4 knowing of at least one of its objects and intending to help
5 accomplish it.

6 The object of the conspiracy charged in Count 1 of the
7 indictment is Bank Fraud, in violation of Title 18 United States
8 Code, Section 1344(2). The elements of Bank Fraud are as follows:
9 (1) Defendant knowingly carried out a scheme or plan to obtain money
10 or property from American Express National Bank by making false
11 statements or promises; (2) Defendant knew that the statements or
12 promises were false; (3) The statements or promises were material,
13 that is, they had a natural tendency to influence, or were capable of
14 influencing, a financial institution to part with money or property;
15 (4) defendant acted with the intent to defraud; and (5) American
16 Express National Bank was federally insured.

17 5. Defendant understands that for defendant to be guilty of
18 the crime charged in Count 25, that is, Aggravated Identity Theft, in
19 violation of Title 18, United States Code, Section 1028A(a)(1), the
20 following must be true: (1) Defendant knowingly transferred,
21 possessed, or used without legal authority a means of identification
22 of another person; (2) Defendant knew that the means of
23 identification belonged to a real person; and (3) Defendant did so
24 during and in relation to the crime of Conspiracy to Commit Bank
25 Fraud, a felony in violation of Title 18, United States Code, Section
26 1349, as charged in Count 1 of the indictment.

27

28

PENALTIES AND RESTITUTION

6. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1349, where the object is a violation of Title 18, United States Code, Section 1344(2), is: 30 years' imprisonment; a 5-year period of supervised release; a fine of \$1 million or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

7. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1028A(a)(1), is: 2 years' imprisonment; a 1-year period of supervised release; a fine of \$250,000, or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

8. Defendant understands, therefore, that the total maximum sentence for all offenses to which defendant is pleading guilty is: 32 years' imprisonment; a 5-year period of supervised release; a fine of \$1,250,000, or twice the gross gain or gross loss resulting from the offenses, whichever is greatest; and a mandatory special assessment of \$200.¹

9. Defendant understands that the statutory mandatory minimum sentence that the Court must impose for a violation of Title 18, United States Code, Section 1028A(a)(1), as charged in Count 25 of

¹ Defendant understands that there is case law suggesting that the term of supervised release on Count 25 could be imposed to run consecutively to the terms of supervised release on the other counts. While the USAO does not intend to seek a consecutive term of supervised release, defendant understands that if the Court were to impose a consecutive term of supervised release, the maximum term of supervised release for all of the counts of conviction would be 6 years, rather than 5 years as stated in the text above.

1 the indictment, is a 2-year term of imprisonment, which must run
2 consecutive to any other sentence of imprisonment, and a mandatory
3 special assessment of \$100.

4 10. Defendant understands that defendant will be required to
5 pay full restitution to the victim(s) of the offenses to which
6 defendant is pleading guilty. Defendant agrees that, in return for
7 the USAO's compliance with its obligations under this agreement, the
8 Court may order restitution to persons other than the victim(s) of
9 the offenses to which defendant is pleading guilty and in amounts
10 greater than those alleged in the counts to which defendant is
11 pleading guilty. In particular, defendant agrees that the Court may
12 order restitution to any victim of any of the following for any
13 losses suffered by that victim as a result: (a) any relevant conduct,
14 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to
15 which defendant is pleading guilty; and (b) any counts dismissed
16 pursuant to this agreement as well as all relevant conduct, as
17 defined in U.S.S.G. § 1B1.3, in connection with those counts. The
18 parties currently believe that the applicable amount of restitution
19 is approximately \$521,128.05, but recognize and agree that this
20 amount could change based on facts that come to the attention of the
21 parties prior to sentencing.

22 11. Defendant agrees that any and all fines and/or restitution
23 ordered by the Court will be due immediately. The government is not
24 precluded from pursuing, in excess of any payment schedule set by the
25 Court, any and all available remedies by which to satisfy defendant's
26 payment of the full financial obligation, including referral to the
27 Treasury Offset Program.

1 12. Defendant understands that supervised release is a period
2 of time following imprisonment during which defendant will be subject
3 to various restrictions and requirements. Defendant understands that
4 if defendant violates one or more of the conditions of any supervised
5 release imposed, defendant may be returned to prison for all or part
6 of the term of supervised release authorized by statute for the
7 offense that resulted in the term of supervised release, which could
8 result in defendant serving a total term of imprisonment greater than
9 the statutory maximum stated above.

10 13. Defendant understands that, by pleading guilty, defendant
11 may be giving up valuable government benefits and valuable civic
12 rights, such as the right to vote, the right to possess a firearm,
13 the right to hold office, and the right to serve on a jury.
14 Defendant understands that once the Court accepts defendant's guilty
15 pleas, it will be a federal felony for defendant to possess a firearm
16 or ammunition. Defendant understands that the convictions in this
17 case may also subject defendant to various other collateral
18 consequences, including but not limited to revocation of probation,
19 parole, or supervised release in another case and suspension or
20 revocation of a professional license. Defendant understands that
21 unanticipated collateral consequences will not serve as grounds to
22 withdraw defendant's guilty pleas.

23 14. Defendant and his counsel have discussed the fact that, and
24 defendant understands that, if defendant is not a United States
25 citizen, the convictions in this case makes it practically inevitable
26 and a virtual certainty that defendant will be removed or deported
27 from the United States. Defendant may also be denied United States
28 citizenship and admission to the United States in the future.

1 Defendant understands that while there may be arguments that
2 defendant can raise in immigration proceedings to avoid or delay
3 removal, removal is presumptively mandatory and a virtual certainty
4 in this case. Defendant further understands that removal and
5 immigration consequences are the subject of a separate proceeding and
6 that no one, including his/her attorney or the Court, can predict to
7 an absolute certainty the effect of his/her convictions on his
8 immigration status. Defendant nevertheless affirms that he wants to
9 plead guilty regardless of any immigration consequences that his
10 pleas may entail, even if the consequence is automatic removal from
11 the United States.

12 FACTUAL BASIS

13 15. Defendant admits that defendant is, in fact, guilty of the
14 offenses to which defendant is agreeing to plead guilty. Defendant
15 and the USAO agree to the statement of facts provided below and agree
16 that this statement of facts is sufficient to support pleas of guilty
17 to the charges described in this agreement and to establish the
18 Sentencing Guidelines factors set forth in paragraph 17 below but is
19 not meant to be a complete recitation of all facts relevant to the
20 underlying criminal conduct or all facts known to either party that
21 relate to that conduct.

22 Beginning on a date unknown and continuing through on or about
23 July 20, 2018, in Los Angeles and Orange Counties, within the Central
24 District of California, there was an agreement between two or more
25 persons to commit Bank Fraud, and defendant became a member of the
26 conspiracy knowing of its object and intending to help accomplish it.
27 Specifically, defendant and co-defendants TERRY ELLIS, JR., DAVION
28 RAYMONE ELLIS, CHERELLE DAIRE BEAL, JOHNATHAN RANDALL ROSS, and

1 MIRANDA CLARE HENSLEY agreed to carry out a scheme to obtain money or
2 property from American Express National Bank by making material false
3 statements or promises that defendant knew were false. At all times
4 relevant to this plea agreement, including throughout 2016 and 2018,
5 American Express National Bank was a federally insured financial
6 institution.

7 During and in relation to the conspiracy to commit bank fraud,
8 defendant knowingly used without legal authority a means of
9 identification of another person, namely, the name and credit card
10 account number of victim M.B., which defendant knew belonged to a
11 real person.

12 Specifically, on or about November 16, 2016, at a Barneys store
13 in Los Angeles, defendant used the name of victim K.L. and a stolen
14 American Express credit card bearing a number ending in 1001 and
15 belonging to K.L., to make a \$7,379.35 purchase of luxury goods.

16 On or about May 18, 2018, at a Stein Diamonds store in Los
17 Angeles, in coordination with defendant, co-defendant TERRY ELLIS JR.
18 used the name of victim M.B. and a stolen American Express credit
19 card bearing a number ending in 5018 and belonging to M.B., to make a
20 \$45,154 purchase of luxury goods.

21 On or about May 18, 2018, at a Maxfield store in Los Angeles, in
22 coordination with defendant, co-defendant TERRY ELLIS JR. used the
23 name of victim M.B. and a stolen American Express credit card bearing
24 a number ending in 5018 and belonging to M.B., to make a \$33,769.80
25 purchase of luxury goods.

26 On or about May 19, 2018, at a Flight Club store in Los Angeles,
27 in coordination with defendant, co-defendant TERRY ELLIS JR. used the
28 name of victim M.B. and a stolen American Express credit card bearing

1 a number ending in 5018 and belonging to M.B., to make a \$14,820.89
2 purchase of luxury goods.

3 On or about May 19, 2018, at a Goyard store in Los Angles,
4 defendant and co-defendant TERRY ELLIS JR. used the name of victim
5 M.B. and a stolen American Express credit card bearing a number
6 ending in 5018 and belonging to M.B., to make two purchases of luxury
7 goods worth \$7,911.38 and \$33,687.69.

8 On or about May 21, 2018, at a Christian Louboutin store in
9 Costa Mesa, in coordination with defendant, co-defendants TERRY ELLIS
10 JR. and DAVION RAYMONE ELLIS used the name of victim H.C. and a
11 stolen American Express credit card bearing a number ending in 1039
12 and belonging to H.C., to make a \$12,536.72 purchase of luxury goods.

13 On or about May 21, 2018, at a Gucci store in Costa Mesa,
14 defendant and co-defendants TERRY ELLIS JR. and DAVION RAYMONE ELLIS
15 used the name of victim H.C. and a stolen American Express credit
16 card bearing a number ending in 1039 and belonging to H.C., to make a
17 \$16,647.38 purchase of luxury goods.

18 On or about May 21, 2018, at a Balenciaga store in Costa Mesa,
19 defendant and co-defendants TERRY ELLIS JR. and DAVION RAYMONE ELLIS
20 used the name of victim H.C. and a stolen American Express credit
21 card bearing a number ending in 1039 and belonging to H.C., to make a
22 \$4,024.46 purchase of luxury goods.

23 On or about May 21, 2018, at a Fendi store in Costa Mesa,
24 defendant and co-defendants TERRY ELLIS JR. and DAVION RAYMONE ELLIS
25 used the name of victim H.C. and a stolen American Express credit
26 card bearing a number ending in 1039 and belonging to H.C., to make a
27 \$4,563.21 purchase of luxury goods.

28

1 On or about May 21, 2018, at a Chanel store in Costa Mesa,
2 defendant and co-defendants TERRY ELLIS JR. and DAVION RAYMONE ELLIS
3 used the name of victim H.C. and a stolen American Express credit
4 card bearing a number ending in 1039 and belonging to H.C., to make a
5 \$12,822.25 purchase of luxury goods.

6 On or about May 21, 2018, at a Yves Saint Laurent store in Costa
7 Mesa, defendant and co-defendants TERRY ELLIS JR. and DAVION RAYMONE
8 ELLIS used the name of victim H.C. and a stolen American Express
9 credit card bearing a number ending in 1039 and belonging to H.C., to
10 make a \$9,908.73 purchase of luxury goods.

11 On or about June 5, 2018, at a Barneys store in Los Angeles, in
12 coordination with defendant, co-defendants DAVION RAYMONE ELLIS and
13 CHERELLE DAIRE BEAL used the name of victim M.S. and a stolen
14 American Express credit card bearing a number ending in 3009 and
15 belonging to M.S., to make a \$66,031.93 purchase of luxury goods.

16 On or about June 5, 2018, at a Goyard store in Los Angeles, in
17 coordination with defendant, co-defendants DAVION RAYMONE ELLIS and
18 CHERELLE DAIRE BEAL used the name of victim M.S. and a stolen
19 American Express credit card bearing a number ending in 3009 and
20 belonging to M.S., to make a \$43,882.15 purchase of luxury goods.

21 On or about June 5, 2018, at a Flight Club store in Los Angeles,
22 in coordination with defendant, co-defendants DAVION RAYMONE ELLIS
23 and CHERELLE DAIRE BEAL used the name of victim M.S. and a stolen
24 American Express credit card bearing a number ending in 3009 and
25 belonging to M.S., to make a \$15,178.92 purchase of luxury goods.

26 On or about June 26, 2018, at a Barneys store in Los Angeles, in
27 coordination with defendant, co-defendant JOHNATHAN RANDALL ROSS used
28 the name of victim J.B. and a stolen American Express credit card

1 bearing a number ending in 4005 and belonging to J.B., to make a
2 \$31,618.21 purchase of luxury goods.

3 On or about June 26, 2018, at a Fred Segal store in Los Angeles,
4 defendant and co-defendant JOHNATHAN RANDALL ROSS used the name of
5 victim J.B. and a stolen American Express credit card bearing a
6 number ending in 4005 and belonging to J.B., to make a \$17,259.36
7 purchase of luxury goods.

8 On or about June 26, 2018, at an Apple store in Los Angeles,
9 defendant and co-defendant JOHNATHAN RANDALL ROSS used the name of
10 victim J.B. and a stolen American Express credit card bearing a
11 number ending in 4005 and belonging to J.B., to make two purchases of
12 luxury goods worth \$2,914.32 and \$2,620.12.

13 On or about July 16, 2018, at a Goyard store in Los Angeles, in
14 coordination with defendant, co-defendant MIRANDA CLARE HENSLEY used
15 an American Express credit card bearing a number ending in 4023 and
16 belonging to victim M.M. to attempt to make purchases totaling
17 \$32,494.15 of luxury goods.

18 On or about July 16, 2018, at a Maxfield store in Los Angeles,
19 in coordination with defendant, co-defendant MIRANDA CLARE HENSLEY
20 used the name of victim M.M. and a stolen American Express credit
21 card bearing a number ending in 4023 and belonging to M.M., to make a
22 \$33,406.26 purchase of luxury goods.

23 On or about July 20, 2018, at a Tourneau store in Costa Mesa, in
24 coordination with defendant, co-defendant TERRY ELLIS JR. used the
25 name of victim I.K. and a stolen American Express credit card bearing
26 a number ending in 3023 and belonging to I.K., to make a \$44,599.88
27 purchase of luxury goods.

28

1 On or about July 20, 2018, at an Apple store in Costa Mesa, in
2 coordination with defendant, co-defendant TERRY ELLIS JR. used the
3 name of victim I.K. and a stolen American Express credit card bearing
4 a number ending in 3023 and belonging to I.K., to make a \$2,476.10
5 purchase of luxury goods.

6 On or about July 20, 2018, at an Apple store in Costa Mesa, in
7 coordination with defendant, co-defendant TERRY ELLIS JR. used the
8 name of victim I.K. and a stolen American Express credit card bearing
9 a number ending in 3023 and belonging to I.K., to make a \$3,938.27
10 purchase of luxury goods.

11 On or about July 20, 2018, at a Gucci store in Costa Mesa, in
12 coordination with defendant, co-defendant TERRY ELLIS JR. used the
13 name of victim I.K. and a stolen American Express credit card bearing
14 a number ending in 3023 and belonging to I.K., to make a \$2,779.95
15 purchase of luxury goods.

16 On or about July 20, 2018, at an Apple store in Los Angeles, in
17 coordination with defendant, co-defendant TERRY ELLIS JR. used the
18 name of victim I.K. and a stolen American Express credit card bearing
19 a number ending in 3023 and belonging to I.K., to make a \$4,071.53
20 purchase of luxury goods.

21 By participating in and coordinating with others to engage in
22 the above listed transactions, defendant and co-defendants falsely
23 represented to American Express that they were the authorized users
24 of the victims' credit card accounts and concealed from American
25 Express that they did not have the victims' consent to use their
26 credit card accounts.

27 The total actual financial loss that resulted from defendant's
28 conduct as part of the fraudulent scheme is at least \$521,128.05.

SENTENCING FACTORS

2 16. Defendant understands that in determining defendant's
3 sentence the Court is required to calculate the applicable Sentencing
4 Guidelines range and to consider that range, possible departures
5 under the Sentencing Guidelines, and the other sentencing factors set
6 forth in 18 U.S.C. § 3553(a). Defendant understands that the
7 Sentencing Guidelines are advisory only, that defendant cannot have
8 any expectation of receiving a sentence within the calculated
9 Sentencing Guidelines range, and that after considering the
10 Sentencing Guidelines and the other § 3553(a) factors, the Court will
11 be free to exercise its discretion to impose any sentence it finds
12 appropriate between the mandatory minimum and the maximum set by
13 statute for the crimes of conviction.

14 17. Defendant and the USAO agree to the following applicable
15 Sentencing Guidelines factors:

16 Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(1)

Specific Offense
Characteristics: Loss
more than \$250,000 At
least +12 U.S.S.G. § 2B1.1(b)(1)

19 Defendant agrees that the actual loss that resulted from defendant's
20 fraud and was reasonably foreseeable to defendant is at least
21 \$521,128.05. In addition, defendant and the USAO reserve the right
22 to argue that additional specific offense characteristics,
23 adjustments, and departures under the Sentencing Guidelines are
24 appropriate. Defendant understands that the Court must sentence
25 defendant to a term of 2 years' imprisonment on Count 25, which must
26 run consecutive to any term of imprisonment imposed for Count 1.

27 18. Defendant understands that there is no agreement as to
28 defendant's criminal history or criminal history category.

1 19. Defendant and the USAO reserve the right to argue for a
2 sentence outside the sentencing range established by the Sentencing
3 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
4 (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

6 20. Defendant understands that by pleading guilty, defendant
7 gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the proof placed on the government to prove defendant guilty beyond a reasonable doubt.
- e. The right to confront and cross-examine witnesses for defendant.
- f. The right to testify and to present evidence in defense to the charges, including the right to compel the appearance of witnesses to testify.
- g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that right not be used against defendant.
- h. Any and all rights to pursue any affirmative defense, including the Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

2 21. Defendant understands that, with the exception of an appeal
3 based on a claim that defendant's guilty pleas were involuntary, by
4 pleading guilty defendant is waiving and giving up any right to
5 appeal defendant's convictions on the offenses to which defendant is
6 pleading guilty. Defendant understands that this waiver includes,
7 but is not limited to, arguments that the statutes to which defendant
8 is pleading guilty are unconstitutional, and any and all claims that
9 the statement of facts provided herein is insufficient to support
10 defendant's pleas of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

12 22. Defendant agrees that, provided the Court, before
13 imposition of the mandatory consecutive sentence of 2 years'
14 imprisonment on Count 25, imposes a term of imprisonment within or
15 below the range corresponding to an offense level of ~~22~~^{20 SA TO} and the
16 criminal history category calculated by the Court, defendant gives up
17 the right to appeal all of the following: (a) the procedures and
18 calculations used to determine and impose any portion of the
19 sentence, with the exception of the Court's calculation of
20 defendant's criminal history category; (b) the term of imprisonment
21 imposed by the Court, except to the extent it depends on the Court's
22 calculation of defendant's criminal history category; (c) the fine
23 imposed by the Court, provided it is within the statutory maximum;
24 (d) to the extent permitted by law, the constitutionality or legality
25 of defendant's sentence, provided it is within the statutory maximum;
26 (e) the amount and terms of any restitution order, provided it
27 requires payment of no more than \$550,000; (f) the term of probation
28 or supervised release imposed by the Court, provided it is within the

1 statutory maximum; and (g) any of the following conditions of
2 probation or supervised release imposed by the Court: the conditions
3 set forth in General Order 20-04 of this Court; the drug testing
4 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
5 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

6 23. Defendant also gives up any right to bring a post-
7 conviction collateral attack on the convictions or sentence,
8 including any order of restitution, except a post-conviction
9 collateral attack based on a claim of ineffective assistance of
10 counsel, a claim of newly discovered evidence, or an explicitly
11 retroactive change in the applicable Sentencing Guidelines,
12 sentencing statutes, or statutes of conviction. Defendant
13 understands that this waiver includes, but is not limited to,
14 arguments that the statutes to which defendant is pleading guilty are
15 unconstitutional, and any and all claims that the statement of facts
16 provided herein is insufficient to support defendant's pleas of
17 guilty.

18 24. The USAO agrees that, provided (a) all portions of the
19 sentence are at or above the statutory minimum and at or below the
20 statutory maximum specified above and (b), before imposition of the
21 mandatory consecutive sentence of 2 years' imprisonment on Count 25,
22 the Court imposes a term of imprisonment within or above the range
23 corresponding to an offense level of 22 and the criminal history
24 category calculated by the Court, the USAO gives up its right to
25 appeal any portion of the sentence, with the exception that the USAO
26 reserves the right to appeal the following the amount of restitution
27 ordered.

28

RESULT OF WITHDRAWAL OF GUILTY PLEA

2 25. Defendant agrees that if, after entering guilty pleas
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty pleas on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then (a) the USAO will be relieved of all of its
7 obligations under this agreement; and (b) should the USAO choose to
8 pursue any charge that was either dismissed or not filed as a result
9 of this agreement, then (i) any applicable statute of limitations
10 will be tolled between the date of defendant's signing of this
11 agreement and the filing commencing any such action; and
12 (ii) defendant waives and gives up all defenses based on the statute
13 of limitations, any claim of pre-indictment delay, or any speedy
14 trial claim with respect to any such action, except to the extent
15 that such defenses existed as of the date of defendant's signing this
16 agreement.

RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 26. Defendant agrees that if any count of conviction is
19 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
20 resentence defendant on any remaining counts of conviction, with both
21 the USAO and defendant being released from any stipulations regarding
22 sentencing contained in this agreement, (b) ask the Court to void the
23 entire plea agreement and vacate defendant's guilty pleas on any
24 remaining counts of conviction, with both the USAO and defendant
25 being released from all their obligations under this agreement, or
26 (c) leave defendant's remaining convictions, sentence, and plea
27 agreement intact. Defendant agrees that the choice among these three
28 options rests in the exclusive discretion of the USAO.

EFFECTIVE DATE OF AGREEMENT

27. This agreement is effective upon signature and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney.

BREACH OF AGREEMENT

6 28. Defendant agrees that if defendant, at any time after the
7 signature of this agreement and execution of all required
8 certifications by defendant, defendant's counsel, and an Assistant
9 United States Attorney, knowingly violates or fails to perform any of
10 defendant's obligations under this agreement ("a breach"), the USAO
11 may declare this agreement breached. All of defendant's obligations
12 are material, a single breach of this agreement is sufficient for the
13 USAO to declare a breach, and defendant shall not be deemed to have
14 cured a breach without the express agreement of the USAO in writing.
15 If the USAO declares this agreement breached, and the Court finds
16 such a breach to have occurred, then: (a) if defendant has previously
17 entered guilty pleas pursuant to this agreement, defendant will not
18 be able to withdraw the guilty pleas, and (b) the USAO will be
19 relieved of all its obligations under this agreement.

20 29. Following the Court's finding of a knowing breach of this
21 agreement by defendant, should the USAO choose to pursue any charge
22 that was either dismissed or not filed as a result of this agreement,
23 then:

24 a. Defendant agrees that any applicable statute of
25 limitations is tolled between the date of defendant's signing of this
26 agreement and the filing commencing any such action.

27 b. Defendant waives and gives up all defenses based on
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the
2 extent that such defenses existed as of the date of defendant's
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by
5 defendant, under oath, at the guilty plea hearing (if such a hearing
6 occurred prior to the breach); (ii) the agreed to factual basis
7 statement in this agreement; and (iii) any evidence derived from such
8 statements, shall be admissible against defendant in any such action
9 against defendant, and defendant waives and gives up any claim under
10 the United States Constitution, any statute, Rule 410 of the Federal
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
12 Procedure, or any other federal rule, that the statements or any
13 evidence derived from the statements should be suppressed or are
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 30. Defendant understands that the Court and the United States
18 Probation and Pretrial Services Office are not parties to this
19 agreement and need not accept any of the USAO's sentencing
20 recommendations or the parties' agreements to facts or sentencing
21 factors.

22 31. Defendant understands that both defendant and the USAO are
23 free to: (a) supplement the facts by supplying relevant information
24 to the United States Probation and Pretrial Services Office and the
25 Court, (b) correct any and all factual misstatements relating to the
26 Court's Sentencing Guidelines calculations and determination of
27 sentence, and (c) argue on appeal and collateral review that the
28 Court's Sentencing Guidelines calculations and the sentence it

chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 17 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

32. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty pleas, and defendant will remain bound to fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a binding prediction or promise regarding the sentence defendant will receive, except that it will be between the statutory mandatory minimum and the statutory maximum.

NO ADDITIONAL AGREEMENTS

33. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

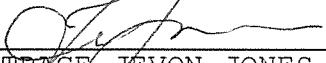
2 34. The parties agree that this agreement will be considered
3 part of the record of defendant's guilty plea hearing as if the
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

8 NICOLA T. HANNA
United States Attorney

9
10 /s/

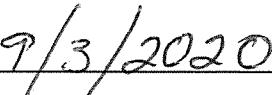
11 MARIA ELENA STITELER
12  Assistant United States Attorney

13  TRACE JEVON JONES
Defendant

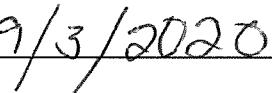
14  STEPHANIE AMES
15 Attorney for Defendant TRACE JEVON
JONES

9/4/2020

Date



Date



Date

CERTIFICATION OF DEFENDANT

2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to or
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
10 of relevant Sentencing Guidelines provisions, and of the consequences
11 of entering into this agreement. No promises, inducements, or
12 representations of any kind have been made to me other than those
13 contained in this agreement. No one has threatened or forced me in
14 any way to enter into this agreement. I am satisfied with the
15 representation of my attorney in this matter, and I am pleading
16 guilty because I am guilty of the charges and wish to take advantage
17 of the promises set forth in this agreement, and not for any other
18 reason. *1*

TRACE JEVON JONES
Defendant

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am TRACE JEVON JONES' attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 guilty  pleas pursuant to this agreement.

STEPHANIE AMES
Attorney for Defendant
TRACE JEVON JONES

Date

9/3/2020